

**AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17 – INFORMATION TECHNOLOGY**

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AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 17- INFORMATION TECHNOLOGY
AND
KING COUNTY

ARTICLE 1: PURPOSE

These articles constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County and International Federation of Professional and Technical Engineers, Local 17 (AFL-CIO).

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the County) and the employees represented by International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the Union) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County, and to set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. Recognition. The Employer recognizes International Federation of Professional and Technical Engineers, Local 17 as the exclusive representative of all regular full-time and regular part-time employees, including probationary employees and employees in grant-funded positions, and term limited temporary employees, doing the work of the job classifications listed in attached Addendum A, excluding temporary employees, contract employees, supervisors, managers and confidential employees, within the following departments and divisions of King County:

1. Department of Executive Services – Information and Telecommunication Services Division;
2. Department of Executive Services – Records, Elections and Licensing Services Division;
3. Department of Community and Human Services
4. Department of Adult and Juvenile Detention
5. Department of Development and Environmental Services
6. Department of Executive Services – Finance and Business Operations Division
7. Department of Executive Services – Facilities Management
8. Department of Executive Services – Office of Emergency Management
9. Department of Judicial Administration
10. Department of Natural Resources/Parks

Information Technology positions in some of these departments and divisions were represented by other labor unions prior to the organization of the Local 17-IT bargaining unit. Local 17-IT does not claim to represent positions that have been historically represented by other Unions.

Section 2. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues or representational fees as certified by the Secretary-Treasurer of the Union and transmit the same to the Union. The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of

1 the check-off provision upon presentation of proper evidence thereof.

2 **Section 3. Union Security.** It shall be a condition of employment that all employees covered
3 by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on
4 the thirtieth (30th) day following the beginning of such employment, become and remain members in
5 good standing in the Union or pay an agency fee to the extent allowable by law. However, nothing
6 contained in this Section shall require an employee who holds bona fide religious beliefs that prohibit
7 the payment of dues to union organizations to join the Union. The employee who holds such bona
8 fide religious beliefs shall pay an amount of money equivalent to the regular union dues to a non-
9 religious charity or to another charitable organization mutually agreed upon by the employee affected
10 and the bargaining representative to which the employee would otherwise pay the dues. The
11 employee shall furnish written proof that such payments have been made.

12 **Section 4. Termination Proceedings.** Failure by an employee to abide by the provisions
13 outlined in Section 3 above shall constitute cause for discharge of such employees; provided that
14 when an employee fails to fulfill the above obligations the Union shall provide the employee and the
15 County with thirty (30) days' notification of the Union's intent to initiate discharge action and during
16 this period the employee may make restitution in the amount which is overdue.

17 **Section 5. New Hire Forms.** The County will require all new employees hired into a
18 position included in the bargaining unit to sign a form provided by the Union which will inform them
19 of the Union's exclusive recognition. One copy of the form will be retained by the County, one by
20 the employee and the original sent to the Union. The County will notify the Union of any employee
21 leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, leave of
22 absence or dismissal.

23 **Section 6. Lists.** The County will transmit to the Union twice a year, upon request, a current
24 listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
25 classification, work shift and location, and department or unit.

1 **ARTICLE 3: UNION REPRESENTATION**

2 **Section 1. Union Leave.** An employee elected or appointed to office in a local of the Union
3 which requires a part or all of his/her time shall be given leave of absence without pay upon
4 application.

5 **Section 2. Union Access.** Authorized representatives of the Union may, after notifying the
6 County official in charge, visit the work location of employees covered by this Agreement at any
7 reasonable time for the purpose of investigating grievances.

8 **Section 3. Stewards.** The Union shall have the right to appoint stewards at a ratio not to
9 exceed 20 employees per one shop steward within the bargaining unit as a whole.

10 **Section 4. Bulletin Boards.** The County agrees to permit the Union to post on County
11 bulletin boards the announcement of meetings, election of officers, and any other Union material.

12 **Section 5. Policies.** Written policies, rules, or directives affecting the terms and conditions of
13 this Agreement shall be provided to the Union upon request.

14 **Section 6. Rooms.** The County shall make available to the Union or other employee
15 organizations meeting space, for the purpose of conducting Union business, where such activities
16 would not interfere with the normal work of the department.

17 **Section 7. Email.** Employees represented by this Agreement shall have access to email
18 communications to conduct official union business at a reasonable level and not to interfere with
19 County business. The Union understands that email is not secure or private and is part of the public
20 domain.

ARTICLE 4: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County. Such functions include, but are not limited to: the right to manage the work of employees, to suspend or terminate for just cause (with the exception of TLTs and probationary employees, who may be terminated at will), transfer, and evaluate employees; to determine and implement methods, means and assignments to accomplish the work, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

ARTICLE 5: EMPLOYEE RIGHTS

Section 1. Discipline. The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary action through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate. The County may discipline or discharge a career service employee for just cause. If the County determines to impose disciplinary action against any employee for any reason, the employee shall be apprised of his/her rights of union representation during a pre-disciplinary or disciplinary meeting and of rights of appeal and representation as provided for in Article 14 (Dispute Resolution Procedures) of this Agreement. Discharge during an employee's probationary period or discharge of a term-limited temporary employee is not subject to the grievance procedure, as such employees serve at-will.

Section 2. Off-duty Conduct. The off-duty activities of employees shall not be cause for disciplinary action unless such activities are detrimental to the employee's work performance and/or have an adverse impact upon the program of the agency.

Section 3. Personnel File Review. The employee and/or representative may examine the employee's personnel file(s) if the employee so authorizes in writing. Material placed into the employee's file(s) relating to job performance or personal character shall be brought to his/her attention. The employee may dispute the propriety of including the material in the file(s) by inserting a relevant rebuttal into the file(s). Unauthorized persons shall not have access to employee files or other personal data relating to their employment.

Section 4. Nondiscrimination. The County and the Union agree that they will not unlawfully discriminate against any employee by reason of race, color, religion, national origin, sexual orientation, marital status, age, sex, ancestry, or the presence of any sensory, mental, or physical handicap or disability in administering and enforcing the provisions of this Agreement.

ARTICLE 6: HOLIDAYS

All benefit eligible employees shall be granted holidays with pay as provided for in RCW 1.16.050 as amended:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any designated by public proclamation of the chief executive of the state and adopted by King County as a legal holiday.

Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Work performed on holidays by FLSA non-exempt employees shall be paid at one and one-half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay prorated in accordance with their regular schedule.

An employee must be in pay status the employee's scheduled working day before and the employee's scheduled working day after a holiday in order to receive holiday pay. Each employee shall receive two (2) additional personal holidays; provided that no employee shall be granted more than 96 hours of holiday time in a calendar year. These days shall be administered through the vacation plan. One (1) day will be added to each employee's vacation accrual on the first day of October and the first day of November of each year. Employees will be able to use these days in the

1 same manner as they use vacation days earned. Employees who are assigned to work less than 40
2 hours per week on a regular basis shall accrue these holidays on a pro-rated basis, based on their
3 regularly scheduled hours of work.

4 Hourly employees on flex or alternative work schedules shall be allowed to adjust their
5 schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours
6 for that work week.

7 Hourly employees on alternative work schedules or flex time who take holiday time off in
8 excess of the seven or eight hours of holiday provided, and who do not adjust their work schedules as
9 provided above shall make up the difference using accrued vacation time or leave without pay.

ARTICLE 7: VACATION

Section 1. Accrual Rates

All benefit eligible employees shall accrue vacation benefits for each hour in regular pay status exclusive of overtime, according to the following table:

Length of Active Service		Annual Leave in Days Per Year
Upon hire through end of Year	5	12
Upon beginning of year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26	30
and above		

Section 2. Vacation Pay Rate. For purposes of this Section, employees using accrued vacation shall be paid for such vacation at their current rate of pay. Upon termination, employees shall be paid out their vacation balance at their base rate of pay in effect at the time of termination (including merit pay, if applicable) up to the maximum accrual amount, less mandatory withholdings.

Section 3. Vacation Accrual Date. Each employee will accrue vacation each payroll period, based on County seniority. County seniority is defined as completed years of service with King County and its predecessor organizations. Eligible employees shall accrue vacation leave from their date of hire. If an employee resigns from the County in good standing or is laid off and subsequently returns to County employment within two years from such resignation or layoff, the employee's prior County service shall be counted in determining the vacation leave accrual under this Article.

Section 4. Use of Vacation. Employees shall not be eligible to take their accrued vacation leave until they have successfully completed their first six months of County employment. Vacation leave may be used by employees covered by the provisions of the FLSA in one-half hour increments, at the discretion of the appointing authority. FLSA-exempt employees may use vacation leave in increments of not less than one (1) day.

Section 5. Vacation Donation. Any benefit eligible employee who has completed at least one (1) year of service may, upon written notice to the donating and receiving employees' division managers, donate to any other benefit eligible employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's straight-time rate of pay.

Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating vacation hours. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

Donated vacation must be used within ninety (90) calendar days. Donated vacation not used within 90 days or due to the death of the receiving employee shall revert to the donor.

Donated vacation is excluded from vacation payoff provisions.

Section 6. Separation from Employment. Employees in benefit eligible positions who leave King County for any reason after successful completion of six months of County service shall be paid for their unused vacation up to 480 hours maximum. Employees shall not be eligible to be paid for vacation leave until they have successfully completed their first six months of County service; if they leave County employment prior to successfully completing their first six months of County service, they shall forfeit and not be paid for accrued vacation leave.

1 In the case of separation by death, payment of unused vacation, up to a maximum of 480
2 hours, will be made to the employee's estate or, in applicable cases, as provided by RCW Title 11 and
3 RCW 49.48.

4 **Section 7. Work while on Vacation.** No employee shall be permitted to work for
5 compensation for the County in any capacity during a time when the employee is on paid vacation.

6 **Section 8. Maximum Accrual.** Benefit eligible full-time employees may accrue up to sixty
7 (60) days of vacation leave, prorated to reflect their normally scheduled work week. Benefit eligible
8 part-time employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally
9 scheduled work week. Employees may accrue additional vacation beyond the maximum specified
10 herein, when work assignments and cyclical work load prevents the employee from using excess
11 vacation by December of the year in which the excess was accrued, provided the employee submits
12 the request to carry over excess hours to his/her supervisor. At the time of separation, no employee
13 will be paid for more than 480 hours.

14 **Section 9. Vacation Carryover.** In order to be eligible for carryover of vacation leave
15 beyond the maximum accrual, an employee must have made a request to use vacation leave during
16 the calendar year, and the appointing authority must have disapproved such request. In order to be
17 eligible for carryover of excess vacation leave, a written plan must be developed and approved by the
18 employee and appointing authority. This plan must outline how the excess vacation will be used in
19 the next year. The Human Resources Division of the Department of Executive Services as well as the
20 appointing authority must approve all requests for carryover of vacation.

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1. Sick Leave Accrual.** All benefit eligible employees shall accrue sick leave
3 benefits at the rate of 0.04616 hours for each hour on regular pay status, up to a maximum of eight
4 hours per month. Sick leave accrual will begin on the first day of the month following the month in
5 which the employee commenced employment. There is no limit on the amount of sick leave an
6 employee may accrue. Every benefit eligible part-time employee shall receive and expend sick leave
7 benefits proportionate to the employee's regular work day.

8 **Section 2. Approved Sick Leave Use.** An employee may not use sick leave until he/she has
9 actually accrued such leave. Accrued sick leave may be used for the following reasons:

10 **A.** An employee's bona fide personal illness; however, an employee who suffers an
11 occupational illness may not simultaneously collect sick leave and worker's compensation payments
12 in a total amount greater than the net regular pay of the employee;

13 **B.** An employee's incapacitating injury; provided that:

14 1. An employee injured on the job may not simultaneously collect sick leave
15 and worker's compensation payments in a total amount greater than the net regular pay of the
16 employee;

17 2. An employee who chooses not to augment his/her worker's compensation
18 time loss through the use of sick leave shall be deemed to be on unpaid status;

19 3. An employee who chooses to augment his/her worker's compensation time
20 loss payments with the use of accrued sick leave shall notify the worker's compensation office in
21 writing of this election at the beginning of the leave.

22 **C.** A female employee's temporary disability caused by or contributed to by
23 pregnancy and childbirth;

24 **D.** An employee's exposure to contagious diseases and resulting quarantine;

25 **E.** An employee's medical, dental or optical appointments; provided, that the
26 employee's immediate supervisor has approved the use of sick leave for such appointments;

27 **F.** To care for the employee's child if the child has an illness or health condition that
28 requires treatment or supervision by the employee;

1 **G. To care for other family members if:**

2 **1.** For King County Family Medical Leave the employee has been employed
3 by the County for twelve (12) months or more and has actually worked a minimum of one thousand
4 forty (1040) hours (40 hour employee) or nine hundred ten hours (35 hour employee) in the preceding
5 twelve (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours
6 worked) and for Federal Family Medical Leave the employee has worked 1250 hours in the preceding
7 12 months.

8 **2.** The family member is the employee's spouse or domestic partner, the
9 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
10 parent of the employee's spouse or domestic partner; and the reason for the leave is one of the
11 following:

12 **a.** The birth of a son or daughter and care of the newborn child, or
13 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months
14 of the birth, adoption, or placement;

15 **b.** To care for the employee's child, or child of the employee's spouse
16 or domestic partner whose illness or health condition requires treatment or supervision by the
17 employee; or

18 **c.** Care of a family member who suffers from a serious health condition
19 as defined in the King County Personnel Guidelines.

20 **Section 3. King County Family and Medical Leave.** Employees shall be entitled to family
21 medical leave, as provided by the King County Family Medical Leave Ordinance (KCC 3.12.220),
22 the federal Family Medical Leave Act, and any Washington state laws that provide for family medical
23 leave.

24 **Section 4. Use of Vacation Leave.** An employee who has exhausted his/her sick leave may
25 use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by
26 his/her immediate supervisor, or as provided for under Federal law.

27 **Section 5. Sick Leave Donations.** Any benefit eligible employee whose sick leave accrual
28 balance exceeds 100 hours may donate to any other leave eligible, benefit eligible full-time or part-

time employee a portion of his/her accrued sick leave upon written notice to the donating and receiving employees' division manager(s). Sick leave hour donations are strictly voluntary. No employee may donate more than 25 hours of his/her accrued sick leave in a calendar year. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating sick leave hours.

A. Donated hours shall be converted to a dollar value based on the donor employee's straight-time hourly rate of pay.

B. Donated sick leave must be used within 90 calendar days. Donated hours not used within 90 days or due to the death of the receiving employee shall revert back to the donor Employee.

C. Donated sick leave hours are exempt from the sick leave payoff provisions outlined in Section 11 of this Article.

Section 6. Sick Leave Use. Sick leave may be used by employees covered by the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick leave for absences of one full workday.

Section 7. Verification of Sick Leave. Management is responsible for the proper administration of sick leave benefits. A doctor's certificate verifying illness or inability to work may be required of any employee when management reasonably suspects abuse of sick leave due to that employee's patterned or excessive absenteeism. Sick leave documentation may also be required to administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence.

Section 8. Sick Leave Upon Separation. Separation from County employment, except by retirement, termination for nondisciplinary medical reasons, or reason of temporary layoff due to lack of funds or work, shall cancel all sick leave currently accrued to the employee. Should the employee who is separated for one of those listed reasons return to the County within two years, his/her accrued sick leave will be restored.

Section 9. Sick Leave Cash-Out. Employees eligible to accrue sick leave, who have successfully completed at least five years of County employment, and who retire as a result of length

1 of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by
2 RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
3 multiplied by the employee's rate of pay in effect upon the date the employee leaves County
4 employment less mandatory withholdings.

5 All payments shall be in cash, based on the employee's hourly rate of pay, and there shall be
6 no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
7 health insurance at the COBRA rates.

8 **Section 10. Bereavement Leave**

9 A. All benefit eligible employees shall be entitled to three days of bereavement leave
10 per occurrence due to the death of an immediate family member. For purposes of this Section,
11 "immediate family member" is defined as children, parents, those who have served *in loco parentis*,
12 siblings, spouse or domestic partner, son or daughter-in-law, grandchildren, and the parents and
13 children of the employee's spouse or domestic partner.

14 B. For the purposes of this Section, benefit eligible part-time employees shall be
15 entitled to the same benefits on a pro-rata basis.

16 **Section 11. School Volunteering.** Employees may use up to three days of sick leave per
17 calendar year for the purpose of volunteering in a school, in accordance with existing County policies
18 and practices.

19 **Section 12. Wellness Incentive.** Employees who, during a calendar year, have used no more
20 than three work days (up to 24 hours) of sick leave may convert one work day (up to eight hours) of
21 unused, accrued sick leave to a personal vacation day. This benefit shall be pro-rated for part time
22 employees. Employees must request such conversion no later than January 31 of the following year.

ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. The wages for the employees covered by this Agreement shall be as set forth in Addendum A of this Agreement, which shall be established as a product of Classification / Compensation Negotiations, which shall commence upon ratification of this Agreement. Until such time, employees shall be paid according to the salary ranges that are presently assigned to their job classifications.

Section 2. Effective on January 1 of each year during the term of this Agreement, the base wage rates in effect the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index (September to September) with a maximum increase of six percent (6%) but not less than two percent (2%).

Section 3. Step Increases. Upon completion of six (6) months of satisfactory service (probation) following an employee's starting date in a classification covered under this Agreement, the employee shall receive one step (approximately 5%, no less than 4.75%) increase provided he/she was hired at the first step or base range assigned to the classification. If the employee was hired above the first step or base range of the classification, the after-probation step shall be at the discretion of management. Thereafter, each subsequent step increase (approximately 2.5%, no less than 2.4%) will be effective on January 1 of each year provided that the employee is no longer in a probationary status as of September 30th of the previous year.

Following probation, the employee shall progress one step upon completion of each calendar year provided the employee attains the following overall ratings in his/her evaluation:

- Steps 1-8: At least "Satisfactory" or higher overall rating.
- Steps 9-10: At least "Above Standard" or higher overall rating.

Employees shall be eligible for merit pay above the top step of the salary schedule provided that they satisfy the criteria and conditions that are set forth in the Performance Appraisal and Merit Pay System Manual.

Per the terms of the Performance Appraisal and Merit System Manual, employees shall be evaluated in a merit pool of one.

Addendum B sets forth the grading criteria that are used by each of the divisions or

1 departments in the bargaining unit at the time of ratification of this Agreement.

2 **Section 4. Work out of Class.** All work outside of classification in an acting capacity shall
3 be assigned in writing by the division manager or his/her designee. If the work is at a higher level
4 classification, then special duty pay will be awarded. An employee so assigned to a higher level
5 classification shall be paid at the first step of the salary range of the higher level job classification or a
6 salary step in the higher classification which provides at least the equivalent of two steps
7 (approximately 5%, no less than 4.75%) increase over the employee's current rate of pay, whichever
8 is greater.

9 **Section 5. Special Assignments.** The parties intend that the County may, on a case-by-case
10 basis, request bargaining unit employees to volunteer for special projects of limited duration. The
11 parties recognize that staffing methods and budget decisions are at the sole discretion of management
12 and are not subject to grievance or arbitration.

13 **Section 6. Mileage Reimbursement.** All employees who have been authorized to use their
14 own transportation on County business shall be reimbursed at the rate established by County Council
15 action.

16 **Section 7. Bus Passes.** The Employer will provide all benefit eligible employees with bus
17 passes at no cost in accordance with current practice and County ordinance.

1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

2 **Section 1. Normal workweek.** For FLSA non-exempt employees (hourly employees), the
3 normal workweek shall:

- 4 • Consist of five consecutive workdays not to exceed eight hours in a nine hour period.
5 • Not exceed forty hours per week.
6 • Monday through Friday.

7 For exempt employees, the normal workweek shall consist of five consecutive workdays,
8 Monday through Friday.

9 These standards establish a basis for a “normal” workweek. With the prior mutual consent of
10 a FLSA non-exempt employee and his/her immediate supervisor, work schedules may be temporarily
11 flexed to address immediate personal or technical needs. Alternative workweeks can be arranged by
12 the mutual agreement of the County and the employee per the terms of Section 3 of this Article.
13 Nothing in this section prohibits or limits the assignment of occasional overtime work to FLSA non-
14 exempt (hourly) employees.

15 The parties recognize that business needs may require that some employees will be assigned
16 to regular shifts that deviate from the normal workweek as defined above. Prior to the
17 implementation of shifts that differ from the normal workweek, the County and the Union shall meet
18 and jointly endeavor to find ways to seek alternative solutions. If the County implements shifts that
19 differ from the normal workweek, the County will first seek volunteers to fill these shifts. If no
20 volunteers come forward, the County will negotiate the impacts of the changes to the normal
21 workweek.

22 **Section 2. Overtime.** For the purposes of this Agreement, FLSA non-exempt (hourly)
23 employees are eligible for overtime. Overtime shall be defined as all hours worked in excess of forty
24 (40) hours actually worked in the work week (sick leave, vacation, holidays and other paid leave are
25 not hours worked). When a bargaining unit member works overtime, compensation for such shall be
26 at one and one-half times the employee’s regular hourly rate as defined by the FLSA. To the extent
27 practicable, no overtime shall be worked unless the employee has received prior approval from
28 his/her supervisor to work the necessary overtime hours. At the discretion of management, overtime

1 may be paid as compensatory time at the rate of time and one-half (1-1/2) for all hours worked in
2 excess of forty (40) hours actually worked in the work week (sick leave, vacation, holidays and other
3 paid leave are not hours worked), if requested by the employee and approved by the supervisor.

4 **Section 3. Alternative Work Week Schedules and Telecommuting**

5 **Alternative Work Week.** Each bargaining unit member shall have the opportunity to
6 request an alternative work schedule. Management and the employee will evaluate the feasibility of
7 the employee's request. The ultimate decision of whether to grant an alternative work schedule shall
8 rest solely with the discretion of management and will be stated in writing to include the reasons for
9 denial or approval, according to an established list of criteria. The criteria that are applied to the
10 choice of whether to permit an alternative work week shall be devised by management, and will
11 incorporate to the fullest extent possible the input of the Union as communicated by a Labor-
12 Management committee established for this purpose. An alternative work week schedule may be
13 terminated by management or the employee with advance notice of ten business days, or less notice if
14 mutually agreeable.

15 **Telecommuting.** Each bargaining unit member shall have the opportunity to make a
16 request to telecommute. Telecommuting schedules shall be established in accordance with existing
17 King County policy. The decision for each request will be solely at management's discretion and will
18 be stated in writing to include reasons for denial or conditions of approval. A telecommuting
19 schedule may be terminated by management or the employee with advance notice of ten business
20 days, or with less notice if mutually agreeable.

21 **Section 4. Pay Period.** The County may implement a bi-weekly pay system, but will
22 negotiate the effects of implementation.

23 **Section 5. Standby, On-Call, Call-Back.** The parties agree to reopen negotiations
24 concurrent with Class/Comp negotiations on the subjects of standby, on-call, and call-back pay.

1 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

2 **Section 1.** There shall be established a Labor-Management Insurance Committee comprised
3 of an equal number of representatives from the County and the Labor Union Coalition whose function
4 shall be to review, study, and make recommendations relative to existing medical, dental, and life
5 insurance programs.

6 **Section 2.** The Union and the County agree to incorporate changes to employee insurance
7 benefits that the County may implement as a result of the agreement of the Joint Labor-Management
8 Insurance Committee.

ARTICLE 12: REDUCTION IN FORCE

Section 1. The terms of this Article apply only to King County career service employees.

Section 2. Pre-Layoff

When a reduction in force is anticipated, the County and the Union shall meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

When a reduction in force is required, the County and the Union shall meet and jointly endeavor to find ways to minimize or eliminate the number of employees who must be laid off (e.g., reassign employees to vacant positions, locate temporary placement in other departments, encourage leaves of absence).

The County will attempt to place said employee into any vacant position for which the employee is qualified, or endeavor to retraining or redeploying affected employees to the extent possible.

Section 3. Notice

When the elimination of a position shall result in an employee being laid off, the County shall provide written notice to the Union and the affected employee at least 30 calendar days prior to the effective date of the layoff. To the extent practicable, the County shall provide 90 days layoff notice to affected employees.

Section 4. Seniority Defined

For the purposes of this Article, bargaining unit seniority shall be defined as length of service an employee has served in a position that is presently represented by an IFPTE Local 17-IT bargaining unit.

Length of service shall be defined as: The number of paid days of continuous service within an IT position represented by the Local 17-IT bargaining units. When continuous service time is equal among employees, total King County service shall be counted.

An employee who leaves County employment for more than two (2) years will lose all accrued seniority. An employee who has been laid off will be credited for prior service if recalled as provided under this Article. An employee shall continue to accrue seniority if on unpaid Family Medical Leave.

Section 5. Layoff. The employee(s) who are laid off shall be the least senior employee(s) within the layoff group (see Section 6) who perform the body of work that has been identified for reduction. Management shall have legitimate business reason(s) for reducing or eliminating a body of work. The Union may request, and King County shall provide, the business reason(s) behind a layoff.

Section 6. Bumping.

An employee who is not placed, as provided under Section 2 may elect to bump the employee with the least seniority as described within this Section. Bumping shall not result in a promotion. An employee will have five (5) work days from the time of written notification of layoff to notify the County of his/her intent to exercise his/her bumping rights. The employee's written notice must include the classification(s) within his/her classification series, or in another classification if qualified, listed by preference, in which s/he proposes to bump. An employee will forfeit his/her bumping rights if his/her written notice is not submitted within five (5) days or the County has not agreed to a late filing of the notice. The County will, if it determines that there are warranting circumstances, accept a late filed notice from an employee.

An employee who is displaced, as provided above, may select any one of the following alternatives or be laid-off. An employee only has bumping rights in his or her present layoff group. An employee may only bump into a position for which s/he is qualified. The County will determine whether an employee meets the minimum qualifications to perform the work of a specific position within a classification. In assessing an employee's qualifications for the job, the County shall consider whether an employee can become qualified for a position within a reasonable amount of time. If the County determines an employee cannot be qualified for a particular position to which an employee wishes to bump, the County shall provide, upon request, written documentation of legitimate reasons for such determination. Bumping rights are defined as:

1. Bump the least senior bargaining unit employee in the same or lower classification of the classification series that s/he is currently in.

2. Bump *the least* senior bargaining unit employee in a position outside of the employee's classification series that does not result in a promotion.

Section 7. Layoff Groups.

1 For the purposes of administering this Article, the following are the layoff groups in which an
2 employee may exercise bumping rights:

- 3 • DES - ITS Division
- 4 • DES - Finance and Business Operations Division
- 5 • DES (other than ITS or FBO Divisions)
- 6 • DNRP
- 7 • DDES
- 8 • DCHS
- 9 • DAJD
- 10 • DJA

11 **Section 8. Outplacement Services.** The County shall provide outplacement services to
12 employees in the bargaining unit as provided in the County's Layoff and Recall Program. These
13 services shall be made available to all bargaining unit employees who receive layoff notices, and to
14 the extent practicable, to employees who have been identified as being at-risk of layoff.

15 **Section 9. Obligation to Meet and Confer Concerning Reductions in Force.** The County
16 and the Union shall meet and confer in good faith with the aim of reaching agreement on the
17 absorption of employee work that is necessitated by layoffs.

18 In the event of a reduction in force, and upon the request of the Union, the County shall
19 provide information to the Union relating to staffing levels and workloads in a given department and
20 division.

21 **Section 10. Recall**

22 **A.** An employee who is laid off will have general hiring preferences to other vacant
23 County positions, consistent with the County's Workforce Management Plan, for a period of two
24 years following the employee's layoff. During the two year recall period, the employee will retain
25 specific recall rights to the position from which he/she was laid off regardless of whether the
26 employee has accepted a different position with the County.

27 **B.** When a laid off employee applies for, or is referred to, a bargaining unit position
28 and such employee is unsuccessful in obtaining the position, the employee, upon his or her request,

1 will be provided with a rationale for his or her non-selection, interview and test scores, and other
2 documentation used to make the determination.

3 C. An employee who is recalled from layoff will have all unpaid sick leave balances
4 restored.

1 **ARTICLE 13: POSTING PROCEDURE AND PROBATION**

2 **Section 1. Posting of Vacancies.** Employees are encouraged to seek advancement within
3 their specific work units as well as within the County as a whole. In order to promote such, the
4 County shall post announcements informing employees of open recruitment opportunities within all
5 County departments. Should a promotional position become available within the bargaining unit,
6 bargaining unit members are required to compete for such in accordance with the procedures set forth
7 in the County Personnel Guidelines for the Career Service.

8 Vacant or newly created bargaining unit positions shall be posted. Interested employees may
9 apply along with outside candidates as determined appropriate by the County.

10 **Section 2. Probationary Period.** The length of an employee's probationary period shall be
11 six months. However, the County may extend an employee's probation for up to twelve months total,
12 in accordance with the County's Personnel Guidelines. Consistent with the definition of
13 "probationary employee" and "probationary period" contained in the King County Personnel
14 Guidelines 16.10, during probation an employee serves at will and probationary terminations are not
15 subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 14: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation. King County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. To this end, the following procedure is outlined. The parties agree to make every effort to settle grievances at the lowest possible level of supervision.

The parties also support the concept of resolving disputes by mutually consenting to mediation wherever practicable. The parties are encouraged to resolve disputes through a mutually acceptable mediation forum at any step in this process. The process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual request.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

A. Definition. A grievance is an issue raised by an employee, a group of employees, the Union (by a steward or the Local), or the County regarding the application and interpretation of the terms and provisions of this agreement. If a grievance is brought by the County, the grievance may be filed at Step 3.

B. Procedure.

Step 1. Division Director or Designee. A grievance shall be presented by the grievant and/or Union representative in writing, within thirty (30) working days of the date when the grievant knew or should have known of the basis for a grievance, to the appropriate Division Director. The grievance must contain at a minimum (1) a written statement of the grievance, (2) a reference to which contract provision(s) the grievant believes have been violated, and (3) a requested remedy. The Division Director or designee shall attempt to resolve the matter and notify the grievant within fifteen (15) working days from the date the grievance was received. Failure by the Division Director or designee to issue a response within the prescribed timeline shall automatically advance the grievance to the next step. The grievant shall have ten (10) working days from the issuance of management's Step 1 response (or the date that the Step 1 response was due) to advance the grievance to Step 2, otherwise the grievance shall be presumed to be resolved. The grievant's request to advance the grievance to Step 2 must be made in writing to the Department Director, copying the

1 issuer of the Step 1 response. The Union or its representative must sign the grievant's request to
2 advance a grievance to Step 2.

3 **Step 2. Department Director or Designee.** If after thorough review at Step
4 1, the grievance has not been resolved to the satisfaction of the Union, the employee and the Union
5 shall together present the grievance as stated above for investigation, discussion, and written reply.
6 The Department Director or designee may interview the employee and/or his/her representative and
7 receive any additional related evidence that he/she may deem pertinent to the grievance. The
8 Department Director or designee shall make his/her written decision available to the Union within
9 fifteen (15) working days. Failure by the Department Director or designee to issue a response within
10 the prescribed timeline shall automatically advance the grievance to the next step. The Union shall
11 have ten (10) working days from the issuance of management's Step 2 response (or the date that the
12 Step 2 response was due) to advance the grievance to Step 3, otherwise the grievance shall be
13 presumed to be resolved. The Union's request to advance the grievance to Step 3 must be made in
14 writing to the Director of the Human Resources Division (Central HR), copying the issuer of the Step
15 2 response. The Union or its representative must sign the grievant's request to advance a grievance to
16 Step 3.

17 **Step 3. Human Resources Division Director or Designee.** If after thorough
18 evaluation, the decision of the Department Director or designee has not resolved the grievance to the
19 satisfaction of the Union, the grievance may be presented to the Human Resources Division Director
20 (Central HR) as stated above. All letters, memoranda and other written materials previously
21 submitted to the decision makers at Steps 1 and 2 shall be made available for the review and
22 consideration of the Human Resources Division Director or designee. He/she may interview the
23 employee and/or his/her representative and receive any additional related evidence that he/she may
24 deem pertinent to the grievance. The Human Resources Division Director or designee shall issue a
25 written decision within thirty (30) working days of receipt of the Step 3 grievance. Failure by the
26 Human Resources Division Director or designee to issue a response within the prescribed timeline
27 shall automatically advance the grievance to the next step. If the matter is not resolved, the Human
28 Resources Division Director or designee will be the Union's contact thereafter in this process. The

1 grievant shall have thirty (30) working days from the issuance of management's Step 3 response (or
2 the date that the Step 3 response was due) to advance the grievance to Step 4, otherwise the grievance
3 shall be presumed to be resolved.

4 In the instance when the grievance is initiated by the County, the County shall submit the third
5 step grievance to the bargaining unit's Union Representative who shall have thirty (30) working days
6 to issue a response. The County shall have thirty (30) working days from the issuance of the Union's
7 Step 3 response (or the date that the Step 3 response was due) to advance the grievance to Step 4,
8 otherwise the grievance shall be presumed to be resolved.

9 **Step 4. Arbitration.** If after thorough evaluation, the decision of the Human
10 Resources Division Director or designee has not resolved the grievance, the Union or the County may
11 request to submit the grievance to arbitration, in accordance with the timelines and procedures stated
12 above. The process for selection of the arbitrator and the authority of the arbitrator are set forth in
13 Sections 2 and 3 below.

14 **Section 2. Selection of Arbitrator.** Should arbitration be necessary, the Parties shall select a
15 third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon
16 an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the
17 American Arbitration Association or the Federal Mediation and Conciliation Service, whichever
18 source is mutually acceptable. The arbitrator will be selected from the list by both the County
19 representative and the Union, each alternately striking a name from the list until only one name
20 remains. The party to strike first shall be determined by a coin toss.

21 **Section 3. Authority of the Arbitrator.** The arbitrator under voluntary labor arbitration
22 rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator
23 shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has
24 no authority over, has no authority to change, or has been delegated to any civil service commission
25 or personnel board, as defined in RCW 41.56.

26 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
27 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
28 in reaching a decision.

1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
2 equally by both parties. Each party shall bear the cost of its own attorneys' fees regardless of the
3 outcome of the arbitration.

4 **Section 4. Timelines and Extensions.** Failure by the grieving party to comply with any time
5 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
6 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
7 time by the appropriate parties by mutual agreement.

8 **Section 5. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
9 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
10 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
11 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
12 relief for the alleged Unfair Labor Practice.

ARTICLE 15: WORK ENVIRONMENT

The County shall attempt in good faith to resolve all office space issues relating to personal space, temperature, comfort and safety with the appropriate departments and agencies; however, the County's failure to satisfy an employee on these issues is not grievable.

1 **ARTICLE 16: CLASSIFICATION**

2 **Section 1. Classification.** The County shall furnish the Union with specific classification
3 specifications for classifications in the bargaining unit. The County and the Union shall meet to
4 review proposed modifications and revisions to said specifications and will negotiate the resulting
5 impacts.

6 **Section 2. Reclassification.** Requests for reclassification may be made because an employee
7 has been working in an out of class assignment for twelve (12) months or longer, or because there is a
8 significant change in an employee's duties and responsibilities for a period of twelve (12) months or
9 longer. No employee shall submit a reclassification request if it has been less than one (1) year since
10 the date of a previous reclassification determination.

11 Requests for reclassification must be submitted on the County's form to request
12 reclassification (presently known as the Position Description Questionnaire or PDQ form). The
13 employee will provide a completed copy of the form to his/her supervisor and the Department's
14 Human Resources Service Delivery Manager or designee for review and comment. The supervisor
15 will review and comment within fourteen (14) calendar days, and then forward the form to the
16 division director. The division director shall have fourteen (14) calendar days to review and comment
17 and forward the form to HRD.

18 If the supervisor or division director has any disagreement with the information provided on
19 the form by the employee, the supervisor or division director will discuss this disagreement with the
20 employee prior to forwarding the form to HRD.

21 HRD shall make the classification analysis within 120 calendar days. If HRD determines that
22 an employee should be reclassified, the reclassification will be effective the date the PDQ was
23 submitted to the employee's supervisor and the Human Resources Service Delivery Manager, one or
24 both of whom will acknowledge receipt of the PDQ and record the date received. If HRD determines
25 that a reclassification is not appropriate, the Union may request a hearing with a mutually agreed
26 upon mediator/arbitrator as provided through the King County Alternative Dispute Resolution
27 Program within thirty (30) calendar days from the date the employee was notified that a
28 reclassification would not take place.

1 The parties agree that the mediator/arbitrator's role in this hearing will be to consider
2 testimonial and documentary evidence presented by the County and the Union regarding the
3 employee's appropriate job classification. The mediator/arbitrator will make a determination as to
4 whether the employee is correctly classified, and if not, the appropriate classification to which the
5 employee should be assigned.

ARTICLE 17: CONTRACTING OUT

Transfer of Bargaining Unit Work. The County agrees not to contract out the work traditionally and normally performed by members of the bargaining unit if contracting out such work eliminates or reduces the normal workload of the bargaining unit, unless such elimination is *de minimus*. This Article shall not restrain the County from continuing to contract out work that is of a short term, for a short term, for a specific task, or using specific skills and/or knowledge not currently available to existing County staff. It is the intention of the County to make a good faith effort to ensure that there is a skills and/or knowledge transfer from the contractors to members of the bargaining unit, where appropriate.

1 **ARTICLE 18: TRAINING**

2 **Section 1.** The County and the Union agree that training and employee career development
3 can be beneficial to both the County and the affected employee. Training, career development, and
4 educational needs may be identified by both the County and by the employee. The parties recognize
5 that employees are integral partners in managing their career development. The County is committed
6 to identifying training needs within the parameters of available resources.

7 **Section 2.** It is in the best interest of both parties to have a well-trained information
8 technology workforce. To that end, a Joint Union Management Information Technology Training
9 Committee shall be established to discuss topics that shall be agreed upon by the parties.

10 The Joint Union Management Information Technology Training Committee shall consist of
11 six representatives of management and the Union. The Joint Union Management Information
12 Technology Training Committee shall convene no less than six times per year or more or less often
13 by mutual agreement of the County and the Union.

14 The parties agree that this committee shall not be a forum for collective bargaining, but is
15 rather a forum for open discussion and collaboration between management and the Union. Failure of
16 the parties to reach agreement on any of the topics that are discussed by this committee shall not be a
17 basis for either party to file a contractual grievance or to allege bad faith bargaining. However, the
18 parties make a commitment to meaningfully discuss the topics that were agreed to in bargaining, as
19 well as any other topics that are mutually agreed upon by the parties.

20 **Section 3.** The County recognizes the benefit of developing individual training plans with the
21 employees in the bargaining unit and commits to implementing the plans as agreed to in the Joint
22 Union Management Information Technology Training Committee. To this end, the County and the
23 Union agree to set as the first priority of the Joint Union Management Information Technology
24 Training Committee to create and implement a system to provide individual training plans, including
25 but not limited to development of a training template which will be implemented by departments.

26 **Section 4.** The Joint Union Management Information Technology Training Committee shall
27 discuss and implement, if agreed upon, provisions addressing the needs for anticipated personnel
28 vacancies and will specifically consider utilization of the existing workforce, technology and training

1 needs.

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1 **ARTICLE 19: LABOR-MANAGEMENT COMMITTEE**

2 The County and the Union agree to establish a Labor-Management Committee. The purpose
3 of this committee is to discuss matters of concern of either party. Meetings shall be conducted during
4 regular business hours and employees shall participate on paid work time. Responsibility for
5 coordinating meetings shall alternate between the parties.

ARTICLE 20: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decrees of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof, provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
8 end such interference. Any concerted action by any employee in the bargaining unit shall be deemed
9 a work stoppage if any of the above activities have occurred. Being absent without authorized leave
10 shall be considered as an automatic resignation. Such a resignation may be rescinded by the division
11 manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar
12 days of the date his automatic resignation became effective.

13 **Section 2.** Upon notification in writing by the County to the Union that any of its members
14 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
15 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
16 In addition, if requested by the County a responsible official of the Union shall publicly order such
17 Union employees to cease engaging in such a work stoppage.

18 **Section 3.** Any employee who commits any act prohibited in this Section will be subject to
19 the following action or penalties:

20 **A.** Discharge.

21 **B.** Suspension or other disciplinary action as may be applicable to such employee.
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ARTICLE 22: WAIVER AGREEMENT

Section 1. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 23: DURATION

This agreement shall become effective upon the conclusion of the approval process by the King County Council and shall cover the period of January 1, 2004 through December 31, 2006.

During the term of this collective bargaining agreement it may be consolidated with another bargaining unit and agreement where legal and appropriate.

Contract negotiations for the period beginning January 1, 2007 may be initiated by either party providing to the other written notice of its intention to do so prior to October 1, 2006. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this _____ day of _____, 2004

By _____
King County Executive

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17

Joseph L. McGee, Executive Director

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Whitney Hupf, Union Representative

Margaret Carey, Union Representative

Lisa Castle, Employee Representative

Steve Ford, Employee Representative

Jack Morgan, Employee Representative

Les Adams, Employee Representative

Stephanie Ross, Employee Representative

Wyatt Yee, Employee Representative

Gary McCaig, Employee Representative

ADDENDUM A

To be prepared upon completion of class/comp negotiations